

AG Contract No : KR03-0009TRN
ADOT ECS File No . JPA 02-174
Project No : 260 NA 305
TRACS No : H4604 01C
Section: SR-260 Pedestrian Pathway
Project No.: 260 NA 305
5 yr Item No.: 2003

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
NAVAJO COUNTY

THIS AGREEMENT is entered into 19th March, 2003, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and NAVAJO COUNTY, acting by and through its BOARD OF SUPERVISORS (the "County").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The County is empowered by Arizona Revised Statutes Section 11-251 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the County.

3. The State and the County desire to participate in the design, construction, and maintenance of a 5.6 mile pedestrian pathway for the safety and benefit of the public. The pathway, located on the south side of SR 260, which begins at Kimball Street in Heber (MP303.9) and continues to Bison Ranch in Overgaard (MP309.5). The pathway from Kimball Street to the junction with SR277 was previously constructed under another project. The pathway from the junction of SR 277 to Bison Ranch will be constructed at an estimated cost of \$300,000, hereinafter referred to as the Project. The parties hereto agree that the State shall be the lead agency for the Project.

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

NO. 25895
Filed with the Secretary of State
Date Filed: 03/19/03

Janice K. Brewer
Secretary of State

By: Vincent J. Haenebold

II. SCOPE OF WORK

1. The State will:

- a Provide design plans, specifications and such other documents and services required for construction bidding and construction. Incorporate or resolve County and review comments.
- b Call for bids and award one or more construction contract(s) for the Project. Be responsible for the cost of the Project, and make all payments to the contractor(s), and for its proportionate share of any cost increases, and for any contractor claims for extra compensation due to delays for whatever reason attributable to the State
- c Grant the County a right to access permit, for the maintenance of the 5.6 mile pedestrian pathway described on page 1, paragraph 3

2. The County will:

- a Review the design documents and review comments
- b Upon completion of the construction provide maintenance of the new pedestrian pathway located on the south side of SR 260, and the previously constructed pedestrian pathway, within the State's rights-of-way, all at the County's expense

III. MISCELLANEOUS PROVISIONS

1 This agreement shall remain in force and effect until completion of said project and reimbursements; provided, however, that this agreement, except any provisions for maintenance and electrical energy, which shall be perpetual, may be cancelled at any time prior to the award of a Project construction contract, upon thirty (30) days written notice to the other party

2 This agreement shall become effective upon filing with the Secretary of State

3 This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4 The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract

5. In the event of any controversy, which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518

6 All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007
FAX (602-712-7424)

Navajo County
County Engineer
P O. Box 668
Holbrook, AZ 86025

7 Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

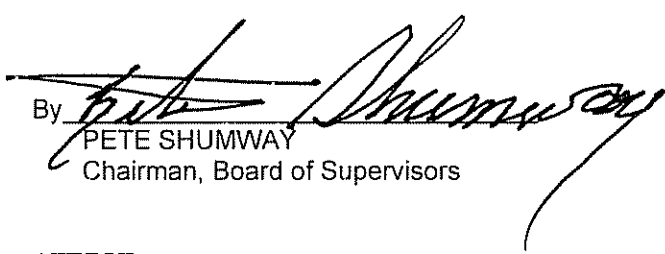
IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written

NAVAJO COUNTY

STATE OF ARIZONA

Department of Transportation

By


PETE SHUMWAY

Chairman, Board of Supervisors

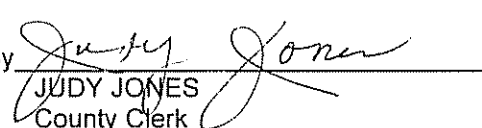
By


SUSAN TELLEZ

Contract Administrator

ATTEST

By


JUDY JONES

County Clerk

District I
PERCY DEAL
P.O. Box 365
Oraibi, AZ 86039
Phone: 725-3732

District II
JESSE THOMPSON
P.O. Box 504
Kykotsmovi, AZ 86039
Phone 524-4053

District III
J.R. DESPAIN
P.O. Box 159
Joseph City, AZ 86032
Phone 524-3597

District IV
PETE SHUMWAY
P.O. Box 161
Taylor, AZ 85939
Phone 536-4060

District V
JERRY BROWNLOW
P.O. Box 129
Pinetop, AZ 85935
Phone 367-3516

NAVAJO COUNTY BOARD OF SUPERVISORS

Governmental Complex - NC #18

P.O. Box 668 - 100 E. Carter Drive

Holbrook, AZ 86025

PHONE (928) 524-4053 FAX (928) 524-4239

E-Mail: ncbos@co.navajo.az.us

EDWARD J. KOURY
County Manager

JUDY JONES
Clerk of the Board

CERTIFIED COPY OF ENTRY OF THE OFFICIAL MINUTES OF THE NAVAJO COUNTY BOARD OF SUPERVISORS

STATE OF ARIZONA)
) ss.
COUNTY OF NAVAJO)

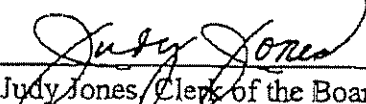
I, Judy Jones, being first duly sworn, depose and say:

I am the duly appointed, qualified Clerk of the Navajo County Board of Supervisors and in such capacity under the provisions of ARS §11-241, am charged with the responsibilities, among others, of recording all proceedings of the Board and maintaining custody of such records of which I have custody such as the official minutes of the Board of Supervisors which, under the provision of ARS §11-217, is required to be made and kept.

Set forth below is an excerpt of an entry in the aforesaid minute book of which, as aforesaid, I am the officer having the legal custody. This is my certification under the Uniform Business Records Act, that the said excerpt is a true and correct copy thereof, to which I attest by my signature subscribed hereunto.

From the official minutes of February 3, 2003. **Board Members Present:** Pete Shumway, Chairman; J.R. DeSpain, Vice-Chairman; Percy Deal, Member; Jesse Thompson, Member; Jerry Brownlow, Member

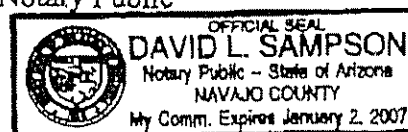
Intergovernmental Agreement (IGA) with Arizona Department of Transportation (ADOT) for maintenance of pedestrian pathways in the Heber-Overgaard area: Mr. Cox advised that the Public Works Department has been working with ADOT for the last two years in having an additional pedestrian walkway from the Chevron Station to Bison Ranch (approximately 3 miles). ADOT would construct the walkway and the County would then be responsible for its maintenance. Mr. Cox said he believes this will be a significant improvement for the citizens of Heber/Overgaard and he recommends we enter into the IGA, which will be ongoing. **Mr. Shumway made a motion** to approve Intergovernmental Agreement (IGA) with the Arizona Department of Transportation for maintenance of pedestrian pathways in the Heber/Overgaard area; motion seconded by Mr. DeSpain; vote unanimous approving the motion.


Judy Jones, Clerk of the Board

SUBSCRIBED AND SWORN to before me this 4 day of MARCH, 195 2003

JAN 02, 2007
My Commission Expires

Notary Public



APPROVAL OF THE NAVAJO COUNTY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the NAVAJO COUNTY and declare this agreement to in proper form and within the powers and authority granted to the County under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 29TH day of January, 2003.

A handwritten signature in black ink, reading "Lance B. Payette". The signature is written in a cursive style with a large, looping initial "L".

Attorney

LANCE B. PAYETTE
DEPUTY COUNTY ATTORNEY



OFFICE OF THE ATTORNEY GENERAL
STATE OF ARIZONA

TERRY GODDARD
ATTORNEY GENERAL

CIVIL DIVISION
TRANSPORTATION SECTION
WRITER'S DIRECT LINE 602.542.8855

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR03-0009TRN (JPA 02-174), an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED March 12, 2003.

TERRY GODDARD
Attorney General

A handwritten signature in cursive script, reading "Susan E. Davis".

SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

/ss

att.